

8. **DEFAULT.**

- a. An event of default hereunder, must be a material event of default. To be material the event must evidence repeated failure to adhere to the terms and conditions of this Agreement, put in jeopardy the health or safety of the herd or represent an impairment of a party's financial or other condition such as to affect the party's ability to carry out the terms and conditions of this Agreement.
- b. In the event of a default, the non-defaulting party must provide no less than 30 days' written notice to the other of the default. In the event that the default is not cured within 30 days (or such other times as may be required by law) (whether by curing the default or taking such measures to cure as may be acceptable to the non-defaulting party) then in addition to the option of terminating this Agreement, the non-defaulting party shall have all remedies that may exist at law or in equity including the remedy of specific performance.
- c. The parties specifically understand and agree that an event of default of this contract shall be a default by Grower with respect to any loan agreements that he may have with a third party lender.
- d. It is further understood and agreed that an event of default by Grower shall occur if the Grower of NFP shall become bankrupt or insolvent or shall involuntarily be placed into the hands of receiver, assignee or trustee in bankruptcy. It shall also be an event of default for Grower to cause or permit the creation of any lien or encumbrance on the facility other than third party lender's mortgage and/or security interest, without NFP's prior written consent.
- e. The parties expressly understand and agree that Grower's failure to follow reasonable written instructions given by NFP directed toward correction of performance with respect to feed waste, mortality, hog or pig comfort, delivery of pigs or other requirements of this Agreement shall also constitute an event of default in addition to any and all other terms and conditions set forth in this Agreement.
- f. In no event shall any time allowed to cure a default nor shall any time allowed for any right of mediation or arbitration preclude the non-defaulting party from seeking injunction or other relief to prevent the recurrence of material defaults hereunder.

9. **SPECIFIC REMEDIES OF NFP.**

The parties hereto understand that this independent contract for growing of pigs is unique in nature. Accordingly, in the event that this Agreement is terminated by default NFP at its option shall specifically retain the right to:

- a. If the contract is terminated on account of Grower's default, then to take possession of the Grower's facility, to make payments to the pre-existing third party lenders and in all respects to continue growing pigs at Grower's facility but under NFP's exclusive direction, under its control, and according to such terms as may be acceptable to NFP for all or a part of the balance of this contract term.
- b. Grower specifically understands and agrees that it will consent to NFP taking possession of said premises in the event of default; that it will not hinder or in any way interfere with NFP's use of possession and quiet enjoyment of the premises; that it will permit NFP to continue to maintain access to all water and utilities, ingress and egress, and land for manure disposal necessary to properly operate the facility; to in all other respects cooperate with NFP